

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Nichols • Dezenhall Communications Management Group, Ltd. 1211 Connecticut Ave., N.W. - Ste. 812 Washington, D.C. 20036		2. Registration No. 5184
3. Name of foreign principal Meat Industry Council	4. Principal address of foreign principal Level 6, College Street Sydney, NSW, Australia	
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Individual-State nationality _____</div><div><input checked="" type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div>		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. N/A b) Name and title of official with whom registrant deals.		
7. If the foreign principal is a foreign political party, state: a) Principal address. N/A b) Name and title of official with whom registrant deals. c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Promotion of safer techniques for meat processing and inspection using food technology.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐


Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The Meat Industry Council consists of representatives of animal producers, food retailers, trade unions, and meat packers and processors, all of whom are nominated by their respective sectors, together with a representative of the Government of Australia. The expenses of the Meat Industry Council are borne on a 50/50 percent basis by industry assessments and government funds.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

See Answer to Item 9.

Date of Exhibit A 4 June 1997	Name and Title Eric B. Dezenhall President	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Nichols • Dezenhall Communications Managment Group, Ltd.	2. Registration No. 5184
3. Name of Foreign Principal Meat Industry Council	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

Copy of draft contract attached.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

A written petition will be prepared by Olsson, Frank and Weeda, P.C., and submitted to the U.S. Department of Agriculture (USDA) requesting that USDA approve the advanced meat inspection procedures developed in Australia based on the Hazard Analysis Critical Control Point (HACCP) methodology. The registrant will provide media relations counsel pertaining to the petition and the HACCP, and will manage all media placement efforts.

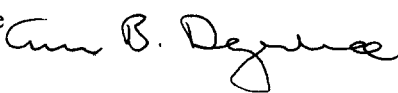
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Item 7 above.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See Item 7 above.

Date of Exhibit B 4 June 1997	Name and Title Eric B. Dezenhall President	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

(b) Consultant shall retain the accounting records and all primary data generated in connection with MIC Project 2 and, upon reasonable notice, shall permit MIC to inspect and take copies of those records and data if it wishes to do so.

4. Warranty and Undertaking.

(a) Consultant represents and warrants that, to the best of its knowledge:

(1) all information that Consultant has given to MIC in connection with this consultancy is complete, accurate, up-to-date, and not misleading in any respect; and

(2) Consultant undertakes to advise MIC immediately of any material change to any of the information which it has provided to MIC.

(b) MIC represents and warrants that, to the best of its knowledge:

(1) all information that MIC has given to Consultant in connection with this consultancy is complete, accurate, up-to-date, and not misleading in any respect; and

(2) MIC undertakes to advise Consultant immediately of any material change to any of the information which it has provided to Consultant.

5. Conflict of Interest.

(a) Consultant must notify MIC as soon as possible if it expects to have any interest or obligation which may hinder Consultant's ability to perform its obligations under this Agreement.

(b) Upon notification of any such conflict of interest by Consultant, MIC may terminate this Agreement by giving thirty (30) days prior written notice, and clause 7 of this Part A, below, will apply.

6. Confidential Information. Any and all information, disclosures, knowledge or facts regarding Consultant and its operations and properties derived from or resulting from the performance of this Agreement shall be confidential and shall not be divulged, disclosed or communicated to any other person or entity, except as contemplated by this Agreement. Upon termination of this Agreement, MIC agrees to not disclose to third parties, or to use for its own purposes, any of Consultant's confidential and proprietary information disclosed to it pursuant to this Agreement.

7. Termination by MIC.

(a) MIC may immediately terminate this Agreement by giving Consultant notice in writing if:

(1) Consultant breaches or fails to comply in any material respect with any term of this Agreement and, where the breach or failure is capable of being remedied, Consultant fails to remedy it within 30 days of receiving written notice from MIC requiring Consultant to do so;

(2) an order is made or a resolution is passed that Consultant be wound up, a receiver or receiver and manager is appointed, a provisional liquidator or official manager or administrator is appointed, Consultant is deemed by law to be unable to pay its debts or makes any arrangement or compromise with its creditors or members of any class of them; or

(3) if there is a reduction in MIC's overall industry or Government funding which prevents it from performing its obligations under this Agreement.

(b) MIC may terminate this Agreement with or without cause by giving Consultant thirty (30) days prior written notice.

8. Termination by Consultant.

(a) Consultant may immediately terminate this Agreement by giving MIC notice in writing if it breaches or fails to comply in any material respect with any term of this Agreement, and, where the breach or failure is capable of being remedied, it fails to remedy MIC within 30 days of receiving written notice from Consultant requiring MIC to do so.

(b) Consultant may immediately terminate this Agreement by giving MIC notice in writing if MIC fails to pay Consultant in accordance with Part 3 of the Schedule.

(c) Consultant may terminate this Agreement with or without cause by giving MIC thirty (30) days prior written notice.

9. Consequences of Termination. If this Agreement is terminated:

(a) MIC will be liable to Consultant for payment(s) for work performed prior to the effective date of termination and for out-of-pocket expenses incurred prior to the effective date of such termination; and

(b) Consultant must promptly deliver to MIC a written report on the work carried out in the consultancy to the date of termination.

10. Limitation of Liability. MIC agrees to indemnify and hold harmless Consultant, its directors, officers and employees, and their respective successors and assigns, from and against, and in respect of, any and all losses, damages, liabilities and claims which arise out of or result from the negligence or willful misconduct of MIC, or from erroneous or misleading information provided by MIC to Consultant.

11. Force Majeure. If an act of God, a war, flood, legislation, an act of government, a strike or any other event or circumstances beyond MIC's or Consultant's control occurs and prevents or may prevent MIC or Consultant from performing a material obligation under this Agreement for more than 3 months, the other one may terminate this Agreement immediately by giving notice in writing to the one who is prevented from performing and the provisions of clause 7 of this Part A will apply.

12. Miscellaneous.

(a) Consultant must comply with all applicable laws and codes of conduct and guidelines in carrying out the consultancy and performing its obligations under this Agreement.

(b) A notice under this Agreement must be in writing and may be given by leaving it at the address set out in Part 1 of the Schedule or by properly addressing and posting it to that address or by sending it by facsimile transmission to that address.

(c) Consultant may not assign the benefit of or its rights under this Agreement to any other person without MIC's prior written consent.

(d) Consultant acknowledges that it is an independent contractor and that it is responsible for all costs and other incidents connected with its staff whether they are Consultant's employees or independent contractors. Those costs and other incidents include without limitation salary, wages and other remuneration, group tax, payroll tax, fringe benefits tax, annual holidays, sick leave, long service leave and leave loadings, and workers compensation and superannuation.

(e) The proper law of this Agreement is the law of or applicable in New South Wales and MIC and Consultant submits to the jurisdiction of the courts of New South Wales and of the courts having jurisdiction in appeal from the courts of New South Wales.

(f) This Agreement, including Parts A and B along with the Schedule and all subparts thereof, is the entire contract between MIC and Consultant in relation to the consultancy and any representation, warranty, condition, promise, undertaking or other provision not expressly set out in it will have no force or effect. This Agreement may be amended by a writing signed by both parties hereto.

PART B

1. MIC Key Program

(a) The project is one of a number of separate projects forming part of a Key Program of MIC for ("the Key Program"). The progress, carrying out or interim or final results of any one project in the Key Program may affect the objectives, methodology, milestones, or Project Program of, or the necessity to commence or continue, any other project that is part of the Key Program.

(b) MIC may at any time before or after the commencement of the Consultancy do one or more of the following:

- (1) change the objectives of the Consultancy;
- (2) change the methodology for carrying out the Consultancy;
- (3) change the Project Program or the milestones; and
- (4) terminate the Consultancy and this Agreement.

(c) MIC may do anything referred to in clause 1(b) above in its sole discretion, provided its action is reasonable having regard to the objectives of the Key Program. Any necessary increase in funding resulting from the action will be provided to MIC.

(d) MIC has appointed, or will appoint, a Program Coordinator of the Key Program. The function of the Program Coordinator is to coordinate and facilitate the Key Program and the Project Coordinator has no specific function, powers or responsibilities under or for the purpose of this Agreement. In particular, the Program Coordinator has no right or power to bind MIC or to give any notice, approval, requirement, direction, request or other communication required or permitted to be given to MIC under or for the purpose of this Agreement.

2. Sub-contracting

(a) If MIC permits Consultant to sub-contract any part of the Consultancy, Consultant will remain liable to MIC to carry out the Consultancy.

SCHEDULE

PART 1: THE PARTIES

The Consultant

Nichols-Dezenhall Communications Management Group Ltd.
Suite 812
1211 Connecticut Avenue, N.W.
Washington, D.C. 20036
United States

Attention: John Weber

Telephone (202) 269-0263
Facsimile: (202) 452-9370

The Corporation

The Meat Industry Council
Level 6
26 College Street
SYDNEY NSW

Attention: Phil Corrigan

Telephone (02) 380-0666
Facsimile (02) 380-0699

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PART 2: MIC PROJECT 2

Objective

MIC Project 2 is in furtherance of the Meat Industry Council's mission to promote techniques of meat processing and inspection that lead to a safer meat supply.

Description

MIC Project 2 is designed to demonstrate the merit and superiority of Australia's advanced HACCP-based meat inspection procedures so as to facilitate Agreement by the U.S. Food Safety and Inspection Service (FSIS) to accept product produced under the conditions that the Project will offer

Services Provided by the Consultant

Consultant shall manage media coverage surrounding the U.S. Federal Register announcement regarding the Australian Meat Inspection System (HACCP).

PART 3: THE PAYMENTS TO CONSULTANT

Consultant's rates for services described above are as follows:

Chairman	\$250.
President	250
Senior Vice President	150.
Vice President	125.
Account Supervisor	100
Senior Counselor	90.
Creative Director	150.
Designer	85.
Production Manager	65.
Copywriter	85.
Counselor	80.

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Associate	70.
Staff Assistant	65.
Support Assistant	45.

Consultant will bill MIC on a monthly basis for services and any costs incurred. Costs may include any and all foreign agent registration costs, telephone and fax charges, photocopying, computer time, delivery charges and postage, mileage and any other expenses Consultant may incur on MIC's behalf. Consultant charges an administrative fee of 10.00 percent on all costs incurred directly by Consultant

MIC shall pay Consultant for all such fees and expenses (including any fees and expenses incurred pursuant to Sections 1(b) and 8(b) of Part A) within ten (10) days of receipt of the monthly invoice of Consultant.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

SIGNED for and on behalf of the **MEAT
INDUSTRY COUNCIL** by its duly
authorized officer

in the presence of:

By:

Witness' Name:

By:

Name:
Title:

015674

**NICHOLS-DEZENHALL
COMMUNICATIONS MANAGEMENT
GROUP LTD.**

in the presence of:

By:

Witness' Name:

By:

Name:
Title:

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ATTACHMENT TO
EXHIBIT B

MEAT INDUSTRY COUNCIL CONSULTANCY AGREEMENT

This Agreement (the "Agreement") is made as of the __ day of ____, 1997 by and between Meat Industry Council, a ____ ("MIC") and Nichols-Dezenhall Communications Management Group Ltd., a Delaware corporation ("Consultant").

PART A

WHEREAS, MIC desires to engage Consultant to provide the support services for MIC Project 2 (as more fully described in Part 2 of the Schedule); and

WHEREAS, Consultant desires to accept such engagement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Consultancy. Consultant shall carry out the duties described in Part 2 of the Schedule diligently and competently and in accordance with generally accepted professional, scientific, ethical, business and financial principles and standards. Consultant must:

(a) carry out its responsibilities in connection with MIC Project 2 expeditiously and in accordance with the requests of the **Project Director**

(b) provide progress reports and a final report promptly as requested by the **Project Director**; and

(c) give MIC the information it may reasonably request pertaining to the consultancy or the matters set forth herein.

2. Payments to be provided by MIC. MIC shall pay Consultant in accordance with the terms described in Part 3 of the Schedule.

3. Accounts and Data.

(a) Consultant shall keep detailed and accurate accounting records of the hours devoted by personnel to the MIC Project 2 and the out-of-pocket expenses incurred in connection therewith.